

TERMS OF BUSINESS (INDIVIDUAL DIRECT)

Please read this document carefully. It sets out the terms and conditions on which we agree to act for our Medicare retail customers and contains details of our respective responsibilities. Please contact us immediately if there is anything in these terms of business which you do not understand or with which you disagree. We particularly draw your attention to the section headed "Handling of monies".

About us

Medicare International, of 6th floor, Matrix House, 9 Aldgate High Street, London EC3N 1AH, England is a trading name of SBJ Limited. SBJ Limited is an insurance intermediary and is authorised and regulated by the Financial Services Authority (FSA).

Any references to "you" are to any person identified as an insured in any policy we place. Any references to your "insurances" or "insurance policies" are solely to Medicare insurances and insurance policies which we place on your behalf.

You can check our name and address, and that we are included on the FSA's Register, by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

The email address of our personnel is firstname.surname@medicare.co.uk

Our services

As an intermediary, we owe duties to you and, unless you instruct us otherwise, our services include:

- placing insurances on your behalf with insurers, as instructed by you
- making amendments, at your request, to insurance policies we have placed on your behalf
- handling with insurers claims made on insurance policies we have placed on your behalf (unless arrangements for direct notification to insurers have been agreed between us)
- collecting premiums from you and paying them on to insurers and collecting claims from insurers and paying them on to you (unless arrangements for direct payment have been agreed between us)
- retaining documents relating to the placement of your insurances and of claims made for an appropriate period but in accordance with regulatory requirements as a minimum (following which the documents will be destroyed).

You will be provided with procedures for making claims. In certain cases, insurers have appointed CEGA Air Ambulance Limited to fulfil the claims functions described above.

We shall assume, unless you advise us to the contrary, that you authorise us to agree with insurers the terms and conditions of your insurance contracts consistent with your instructions to us. You should not rely on any insurance contract you have instructed us to place until we have confirmed to you in writing that the insurance contract is in force.

Handling of monies

Owing to our arrangements with the insurer of your insurance policy, we will hold premiums received from you, premium refunds or claims monies as agent for insurers.

You will be treated as having fulfilled your obligation to pay premium to the insurer when you have paid the premium to us. The insurer will not have fulfilled its obligation to pay claims or premium refunds until we pay those claims or premium refunds to you. Equally, once we have received a premium from you, we will be unable to refund that premium to you without the insurer's consent.

Your demands and needs

We shall assume from the fact that you have applied to Medicare International that you are either (1) an expatriate living or working abroad or (2) a local national requiring international medical expenses insurance for you and/or your family. Please advise us immediately if this assumption is incorrect.

Our application process has been designed to enable you to choose the appropriate level of cover. If we have provided you with a quotation based on the information you have supplied to us, that indicates we recommend the product to be suitable to your demands and needs.

Our product and status

The Medicare product is underwritten by only one insurer, currently Brit Insurance Limited (the insurer), and we have not, therefore, sought alternative terms from any other insurers.

The insurer has authorised us to underwrite and settle claims on its behalf within agreed guidelines. Accordingly, in placing your insurances and handling claims, we will act as agent for the insurer as well as for you. As we are an intermediary we cannot and do not guarantee that insurers with whom we place your insurances will meet your claims.

Our remuneration

Unless we have agreed with you otherwise, payment for our services will be by way of commission which is deducted from the premiums you pay to the insurer.

Our remuneration (in whatever form) in respect of any policy will be due on the date of inception or date of renewal of that policy. We will be entitled to retain all commission or agreed fees in respect of the full policy period in relation to policies placed by us.

The insurer may make additional payments to us reflecting the aggregate income and/or profitability of its account with us and/or in respect of work we undertake on its behalf. We will provide you with written details of payments of the types described, or of the basis on which they may be made, if you ask us to do so.

Your obligations

Your legal obligations are as follows:

- when instructing us to place or to renew your insurances, to disclose to us any material facts; that is, any facts known to you (or which ought to be known to you) likely to influence the insurer's decision whether or not to accept the risk and on what terms and at what premium to accept the risk.
- to disclose to us any material facts arising whilst your insurances are in force and whenever you wish to renew your policy, effect any mid-term changes to your policy or to make a claim.
All answers or statements given on a proposal form, claim form or other document relevant to your insurances will be your responsibility and you should always check the accuracy of the information you provide to us and/or the insurer.
Failure to disclose, or misrepresentation of, material facts entitles the insurer to decline claims and may lead to your policy being completely invalidated.
You should seek our advice if you are in any doubt as to whether any facts might be material.
- to advise either us or CEGA Air Ambulance Limited (as required by the claims procedures) without delay of any claim or circumstances likely to give rise to a claim under your insurances
Delay in notifying a claim may entitle insurers to decline a claim.
- to comply with the terms of the insurance contract you purchase including any subjectivities or express or implied warranties.
Failure to comply will entitle insurers to cancel your insurance contract.

You should also:

- when instructing us to place or to renew your insurances, advise us if the statement of your demands and needs above is incorrect
- review any policy or other confirmation of cover we send and advise us immediately if you consider that it does not reflect your demands and needs
- act as if uninsured and take all prudent and reasonable steps both to prevent injury or damage of the type covered by your insurances and also take all such actions after the event as are sensible to minimise your loss
- retain any insurance policies in a safe place.

Medicare is a United Kingdom product and the price quoted to you does not include UK Insurance Premium Tax (IPT). This will be charged separately, as required. In the event that any tax falls due in respect of the insurances in any other jurisdiction, you will be responsible for that additional tax.

Confidentiality and your personal data

We will treat all of the information you provide us as private and confidential to us and those involved in providing your insurances (including loss adjusters and CEGA Air Ambulance Limited or other claims handlers appointed by the insurer). We will not give anyone else any information about you, except:

- when you ask us to or give us permission
- if we have to because we are regulated by the FSA
- if we have to by law.

Unless you advise us otherwise, we shall assume that we have your permission to disclose your personal information:

- where necessary for the purposes of handling your insurances
- where necessary for the purposes of transferring or delegating our responsibilities for the handling of your insurances to any other intermediary regulated by the FSA
- to other companies within the SBJ group which are regulated by the FSA for the purposes of enabling them to advise you of any services which may be relevant to your requirements

Money Laundering/Proceeds of Crime Act

We may ask for evidence of your identity at the start of our business relationship. In the absence of such evidence, we may be unable to act for you. In accordance with our obligations under the Proceeds of Crime Act 2002 and other anti-money laundering legislation, where knowledge or suspicion of money laundering arises, we may pass certain information known to, or suspected by, us to the appropriate authorities. This may result in a delay to a transaction and/or a decision that we will cease acting for you.

Claims payments will ordinarily be made to you or to a provider of medical services to you. If you require a payment to be made to any other third party, then you must confirm the requested payee's name and details and provide a brief explanation for your request.

Complaints

If you have a complaint about our services, you should in the first instance contact the Senior Executive Director at MediCare, quoting your Certificate number. You may make your complaint either orally or in writing. If we are unable to resolve your complaint by close of business on the business day following receipt of your complaint, we will send you a copy of our complaints procedure. We will acknowledge your complaint in writing within 5 business days and tell you who will be dealing with your complaint and when you can expect to receive a response and will enclose a copy of our Complaints Procedure.

We will give a written response within four weeks of receiving your complaint unless your complaint is sufficiently complicated to warrant longer investigation or if it requires information outstanding from a third party. We will advise you in writing of the reasons if our response will take longer than four weeks and will let you know when a response can be expected. We will respond in writing within eight weeks of receipt of your complaint unless it is still not practicable to do so. If we are unable to respond within eight weeks, we will advise you in writing of the reasons for the further delay and explain when we expect to provide a final response.

Our final response will state whether we accept or reject your complaint. If we reject your complaint, we will give full reasons for doing so.

If you are dissatisfied with our response or the delay in our response you may wish to file a complaint with the insurer, Brit Insurance Limited, whose contact details are contained in our Complaints Procedure, or your complaint may be referred to the Financial Ombudsman Service, if your complaint relates to matters arising on or after 14 January 2005. The Service may be contacted by telephone on 0845 080 1800 or via their website, www.financial-ombudsman.org.uk.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations.

Insurance advising and arranging is covered by the FSCS for 100% of your claim if it relates to compulsory insurance. For other cases, it is covered for 100% of the first £2,000 and 90 per cent of the remainder of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS, via their website, www.fscs.org.uk.

Governing law and language

The relationship between us as intermediary and you as customer is governed by English law. If there is a dispute which cannot be resolved under our complaints procedure, it will only be dealt with in the courts of England and Wales.

These terms of business are supplied only in the English language and all communications for the duration of our appointment will be in the English language unless, if you are a customer in a European Economic Area state other than the United Kingdom, you require otherwise.

Severability

If any provision of these Terms of Business is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms of Business and the remainder of the provision in question will not be affected.

Rights of Third Parties

No provision of these Terms of Business will be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person other than you or us.

*MediCare International (a trading name of SBJ Limited)
Registered Office: One Hundred Whitechapel, London E1 1JG
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